

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF ALABAMA

LOUENIA MAHONE,)	
)	
Plaintiff,)	
)	
v.)	Case No. 2:07CV-41-MEF
)	
EQUIFAX INFORMATION SERVICES,)	
LLC, TRANS UNION LLC,)	
EXPERIAN INFORMATION)	
SOLUTIONS, INC., ASSET)	
ACCEPTANCE CORP., LVNV FUNDING)	
LLC & MIDNIGHT VELVET,)	
)	
Defendants.)	
_____)	

ANSWER OF EQUIFAX INFORMATION SERVICES, LLC

COMES NOW Equifax Information Services, LLC (“Equifax”), and hereby files its Answer to Plaintiff’s Complaint as follows:

PRELIMINARY STATEMENT

1. In response to Paragraph 1 of Plaintiff’s Complaint, Equifax admits that Plaintiff purports to bring this action for damages based on alleged violations of the FCRA and claims under Alabama law, but denies that Plaintiff is entitled to any relief.
2. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 2 of Plaintiff’s Complaint and therefore denies the same.
3. Equifax admits the allegations contained in Paragraph 3 of Plaintiff’s Complaint.

4. Equifax admits it is a consumer reporting agency as defined by §1681 of the FCRA. Equifax denies the remaining allegations of Paragraph 4 of Plaintiff's Complaint, if any.

5. No Paragraph 5 to Plaintiff's Complaint.

6. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 6 of Plaintiff's Complaint.

7. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 7 of Plaintiff's Complaint.

8. No Paragraph 8 to Plaintiff's Complaint.

9. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 9 of Plaintiff's Complaint.

10. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 10 of Plaintiff's Complaint.

11. No Paragraph 11 to Plaintiff's Complaint.

12. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 12 of Plaintiff's Complaint.

13. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 13 of Plaintiff's Complaint.

14. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 14 of Plaintiff's Complaint.

15. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 15 of Plaintiff's Complaint.

16. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 16 of Plaintiff's Complaint.

17. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 17 of Plaintiff's Complaint.

JURISDICTION AND VENUE

18. To the extent that Plaintiff can maintain a federal cause of action, which Equifax denies, jurisdiction would be proper in this Court. Equifax denies that it is liable to Plaintiff, in any sum or manner.

19. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 19 of Plaintiff's Complaint and therefore denies the same.

FACTUAL ALLEGATIONS

20. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 20 of Plaintiff's Complaint, and therefore denies same.

21. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 21 of Plaintiff's Complaint.

22. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 22 of Plaintiff's Complaint.

23. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 23 of Plaintiff's Complaint.

24. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 24 of Plaintiff's Complaint.

25. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 25 of Plaintiff's Complaint.

26. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 26 of Plaintiff's Complaint.

27. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 27 of Plaintiff's Complaint.

28. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 28 of Plaintiff's Complaint.

29. Equifax denies the allegations contained in Paragraph 29 of Plaintiff's Complaint.

30. Equifax denies the allegations contained in Paragraph 30 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 30 of Plaintiff's Complaint.

31. Equifax denies the allegations contained in Paragraph 31 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 31 of Plaintiff's Complaint.

32. Equifax denies the allegations contained in Paragraph 32 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 32 of Plaintiff's Complaint.

COUNT ONE

***Failure to comply with 15 U.S.C. 1681s-2 of
the Fair Credit Reporting Act by Defendants Asset, LVNV and Midnight***

33. In response to Paragraph 33 of Plaintiff's Complaint, Equifax admits that Plaintiff purports to bring Count One for damages based on alleged violations of the FCRA, but denies that Plaintiff is entitled to any relief. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 33 of Plaintiff's Complaint.

34. In response to Paragraph 34 of the Complaint, Equifax reinstates and reincorporates its answers and defenses to the foregoing paragraphs as though fully set forth herein.

35. No response is required from Equifax to Paragraph 35 of Plaintiff's Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 35 can be construed to relate to Equifax, those allegations are denied.

36. No response is required from Equifax to Paragraph 36 of Plaintiff's Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 36 can be construed to relate to Equifax, those allegations are denied.

37. No response is required from Equifax to Paragraph 37 of Plaintiff's Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

To the extent that any allegation in Paragraph 37 can be construed to relate to Equifax, those allegations are denied.

38. No response is required from Equifax to Paragraph 38 of Plaintiff's Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 38 can be construed to relate to Equifax, those allegations are denied.

39. No response is required from Equifax to Paragraph 39 of Plaintiff's Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 39 can be construed to relate to Equifax, those allegations are denied.

40. No response is required from Equifax to Paragraph 40 of Plaintiff's Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 40 can be construed to relate to Equifax, those allegations are denied.

41. No response is required from Equifax to Paragraph 41 of Plaintiff's Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 41 can be construed to relate to Equifax, those allegations are denied.

42. No response is required from Equifax to Paragraph 42 of Plaintiff's

Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 42 can be construed to relate to Equifax, those allegations are denied.

43. No response is required from Equifax to Paragraph 43 of Plaintiff's Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 43 can be construed to relate to Equifax, those allegations are denied.

44. No response is required from Equifax to Paragraph 44 of Plaintiff's Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 44 can be construed to relate to Equifax, those allegations are denied.

45. No response is required from Equifax to Paragraph 45 of Plaintiff's Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 45 can be construed to relate to Equifax, those allegations are denied.

46. No response is required from Equifax to Paragraph 46 of Plaintiff's Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 46 can be construed to relate to Equifax,

those allegations are denied.

Equifax denies that Plaintiff is entitled to the relief specified in her prayer for relief, or to any recovery from Equifax.

COUNT TWO

Failure to comply with 15 U.S.C. 1681e(b), 1681i(a), 1681i(a)(5) of the Fair Credit Reporting Act and State Laws by Defendants Equifax, Trans Union and Experian

47. In response to Paragraph 47 of Plaintiff's Complaint, Equifax admits that Plaintiff purports to bring this count against Defendants for violation of the FCRA and state law. Equifax denies any liability to Plaintiff for said violations.

48. In response to Paragraph 48 of the Complaint, Equifax reinstates and reincorporates its answers and defenses to the foregoing paragraphs as though fully set forth herein.

49. Equifax denies the allegations contained in Paragraph 49 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 49 of Plaintiff's Complaint.

50. Equifax denies the allegations contained in Paragraph 50 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 50 of Plaintiff's Complaint.

51. Equifax denies the allegations contained in Paragraph 51 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 51 of Plaintiff's Complaint.

52. The allegations contained in Paragraph 52 of Plaintiff's Complaint are not pled with sufficient specificity to permit Equifax to formulate a good faith response and therefore Equifax denies the same. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 52 of Plaintiff's Complaint.

53. The allegations contained in Paragraph 53 of Plaintiff's Complaint are not pled with sufficient specificity to permit Equifax to formulate a good faith response and therefore Equifax denies the same. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 53 of Plaintiff's Complaint.

54. Equifax admits that the FCRA requires it to conduct reasonable reinvestigations of disputed items which may include contacting the furnishers of disputed information, but denies that it failed to act properly here. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 54 of Plaintiff's Complaint.

55. The allegations contained in Paragraph 55 of Plaintiff's Complaint are not pled with sufficient specificity to permit Equifax to formulate a good faith response and therefore Equifax denies the same. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 55 of Plaintiff's Complaint.

56. Equifax denies the allegations contained in Paragraph 56 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient

to form a belief as to the truth of the remaining allegations contained in Paragraph 56 of Plaintiff's Complaint.

57. Equifax denies the allegations contained in Paragraph 57 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 57 of Plaintiff's Complaint.

58. Equifax denies the allegations contained in Paragraph 58 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 58 of Plaintiff's Complaint.

59. Equifax denies the allegations contained in Paragraph 59 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 59 of Plaintiff's Complaint.

60. Equifax denies the allegations contained in Paragraph 60 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 60 of Plaintiff's Complaint.

61. Equifax denies the allegations contained in Paragraph 61 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 61 of Plaintiff's Complaint.

Equifax denies that Plaintiff is entitled to any of the relief set forth in her prayer for relief against Equifax.

COUNT THREE

Failure to comply with 15 U.S.C. § 1681i(a)(1)(A) and § 1681i(a)(6) of the Fair Credit Reporting Act by Equifax

62. In response to Paragraph 62 of Plaintiff's Complaint, Equifax admits that Plaintiff purports to bring this count against Equifax for violation of the FCRA. Equifax denies any liability to Plaintiff for any alleged violations.

63. In response to Paragraph 63 of the Complaint, Equifax reinstates and reincorporates its answers and defenses to the foregoing paragraphs as though fully set forth herein.

64. Equifax denies the allegations contained in Paragraph 64 of Plaintiff's Complaint.

65. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 65 of Plaintiff's Complaint.

66. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 66 of Plaintiff's Complaint and therefore denies the same.

67. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 67 of Plaintiff's Complaint and therefore denies the same.

68. Equifax denies the allegations contained in Paragraph 68 of Plaintiff's Complaint.

69. Equifax denies the allegations contained in Paragraph 69 of Plaintiff's Complaint.

70. Equifax denies the allegations contained in Paragraph 70 of Plaintiff's Complaint.

Equifax denies that Plaintiff is entitled to any of the relief set forth in her prayer for relief against Equifax.

COUNT FOUR
Defamation

71. In response to Paragraph 71 of the Complaint, Equifax reinstates and reincorporates its answers and defenses to the foregoing paragraphs as though fully set forth herein.

72. Equifax denies the allegations contained in Paragraph 72 of Plaintiff's Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 72 of Plaintiff's Complaint.

73. Equifax denies the allegations contained in Paragraph 73 of Plaintiff's Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 73 of Plaintiff's Complaint.

74. Equifax denies the allegations contained in Paragraph 74 of Plaintiff's Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 74 of Plaintiff's Complaint.

75. The allegations contained in Paragraph 75 of Plaintiff's Complaint are not

pled with sufficient specificity to permit Equifax to formulate a good faith response and therefore Equifax denies the same. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 75 of Plaintiff's Complaint.

76. The allegations contained in Paragraph 76 of Plaintiff's Complaint are not pled with sufficient specificity to permit Equifax to formulate a good faith response and therefore Equifax denies the same. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 76 of Plaintiff's Complaint.

77. Equifax denies the allegations contained in Paragraph 77 of Plaintiff's Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 77 of Plaintiff's Complaint.

78. Equifax denies the allegations contained in Paragraph 78 of Plaintiff's Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 78 of Plaintiff's Complaint.

79. Equifax denies the allegations contained in Paragraph 79 of Plaintiff's Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 79 of Plaintiff's Complaint.

Equifax denies that Plaintiff is entitled to the relief specified in her prayer for relief, or to any recovery from Equifax.

Any allegation of the Complaint not expressly admitted by Equifax is hereby denied.

AFFIRMATIVE DEFENSES

1. Plaintiff's Complaint fails to state a claim upon which relief can be granted.
2. Some or all of Plaintiff's claims against Equifax may be barred by the applicable statute of limitations.
3. Some or all of Plaintiff's claims are pre-empted by the Fair Credit Reporting Act, 15 U.S.C. §1681h(e).
4. Plaintiff's damages, if any, are caused by her own acts or omissions, or the acts or omissions of third parties other than Equifax.
5. Equifax's alleged supplying of information, if any, was both privileged and justified.
6. Equifax reserves the right to plead additional defenses that it learns of through the course of discovery.

Respectfully submitted,

/s/ Kirkland E. Reid
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 7th day of February, 2007, a true and correct copy of the foregoing Answer of Equifax Information was filed with the Clerk of the Court using the CM/ECF system, which will automatically send e-mail notification of such filing to the following:

Earl P. Underwood, Jr.
James D. Patterson
Law Offices of Earl P. Underwood, Jr.
21 South Section Street
Post Office Box 969
Fairhope, AL 36533-0969

/s/ Kirkland E. Reid
Kirkland E. Reid